

14. Nondiscrimination assurance: With regard to work under this agreement, the Government Entity agrees as follows:
- A. Civil Rights Statutes: The Government Entity shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C 2000d, 2000e), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Government Entity is providing services or operating programs on behalf of DSS/DMS, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.
 - B. Nondiscrimination: The Government Entity shall not discriminate on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention for subcontractors, including procurement of materials and leases of equipment. The Government Entity shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5 including employment practices.
 - C. Solicitations for Subcontracts, Including Procurement of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Government Entity. In all solicitations either by competitive bidding or negotiation made by the Government Entity for work to be performed under a subcontract including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Government Entity of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.
 - D. SECTION 504 ASSURANCES AND THE AMERICANS WITH DISABILITIES ACT OF 1990: The Government Entity shall comply with all the requirements imposed by the U.S. Department of Transportation regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990 (and any subsequent amendments thereto) set forth in 49 CFR Parts 27, 37, and 38, as well as all applicable regulations and directives issued pursuant thereto by other Federal Department or Agencies.
15. The Government Entity agrees to accept and abide by the terms and conditions of 49 CFR Parts 40, 651 and 653 mandating drug and alcohol testing.

TN. 96.20

Approval Date NOV 26 1996

Supersedes TN. New MaterialEffective Date 7-1-96

III TERMS OF THIS AGREEMENT

1. The period of this Operating Assistance Agreement shall begin July 1, 1996
This agreement may be terminated upon any of the following conditions:
 - A. If, by any cause, the Government Entity shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Government Entity shall violate any of the covenants, agreements, or stipulations contained herein, DSS/DMS shall have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after written notice is sent to the Government Entity describing such default or violation.
 - B. The DSS/DMS may terminate this Agreement without recourse in the event that, for any reason, federal/state funds are not appropriated, allotted, or available to DSS/DMS for the purpose of meeting DSS/DMS's obligation hereunder. DSS/DMS will provide written notice of such termination to the Government Entity at least five (5) days prior to the effective date of termination.
 - C. The Government Entity may terminate this Agreement without recourse in the event that, for any reason, state/local funds are not appropriated, allotted, or available to the Government Entity for the purpose of meeting the Government Entity's obligation hereunder. The Government Entity will provide written notice of such termination to DSS/DMS at least five (5) days prior to the effective date of termination.
 - D. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least forty-five (45) days in advance of such termination date.
2. If the Government Entity fails to comply with the nondiscrimination provisions of this Agreement, DSS/DMS shall impose such contract sanctions as it or HCFA may determine to be appropriate, including but not limited to:
 - A. Withholding of payments to transportation agency under the Agreement until the Government Entity complies;
 - B. Cancellation, termination or suspension of the Agreement, in whole or part, or both.

TN. 92.00Approval Date NOV 20 1996Supersedes TN. New MaterialEffective Date 7-1-96

3. Any change in the Agreement, whether by modification or supplementation or both, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Government Entity and DSS/DMS.
4. None of the project activities described in appendixes A or B shall be subcontracted without the prior written consent of DSS/DMS. All subcontracts shall be subject to the terms and conditions of this Agreement. The Government Entity, however, shall remain responsible for the proper completion of the project notwithstanding the subcontract.
5. The Government Entity shall not assign or delegate any interest in the Agreement and shall not transfer any interest in the Agreement whether by assignment or novation, without the prior written consent of DSS/DMS.
6. The Agreement shall be construed according to the laws of the state of Missouri. the Government Entity shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
7. The Government Entity shall not be reimbursed for administration of medically necessary medical transportation services incurred prior to or after the project period. Post audit activities will be conducted by DSS/DMS.
8. Reimbursement received, as a result of this agreement, shall not be used to reduce the amount the Government Entity has allowed for non-emergency medical transportation of Missouri Medicaid eligible individuals or to reduce its existing transportation program.



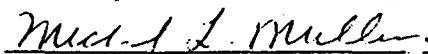
Gary J. Stangler, Director
Department of Social Services

9/27/96
Date



Donna Checkett, Director
Division of Medical Services

9-23-96
Date



Authorized Signer
The Government Entity

6-11-96
Date

TN. 7000

Supersedes TN New Material

Approval Date NOV 26 1996

Effective Date _____

Appendix A

**APPLICATION FOR FUNDS FROM
THE DEPARTMENT OF SOCIAL SERVICES DIVISION OF MEDICAL SERVICES
TITLE XIX TRANSPORTATION OPERATING ASSISTANCE PROGRAM
AND CERTIFICATION OF GENERAL REVENUE**

Fiscal Year July 1, 1996 through June 30, 1997

SECTION I. General InformationName of The Government Entity Nevada City HospitalAddress 800 S. AshContact Person Ron HicksNevada, Mo. 64772Telephone Number 417-667-3355 ext 380**SECTION II. Program Description****A. Area of Service****B. Days and Hours of Operation****C. Estimated total trips, miles for fiscal year, cost per mile and Medicaid cost**

1. Estimated total one-way trips to be provided	<u>7,680</u>
2. Estimated Medicaid medical one-way trips	<u>6,912</u>
3. Estimated total vehicle miles to be operated (for entire transportation program)	<u>100,000</u>
4. Total Administrative & Operating expense (for entire transportation program) (Appendix B, C.)	<u>204,070</u>
5. Estimated Cost per Mile (#4/#3) or Estimated Cost per Trip (#4/#8)	<u>2.04/M</u> 26.57/T
6. Estimated Medicaid Miles	<u>90,000</u>
7. Estimated Operating Cost (Medicaid) (#5 * #6)	<u>183,663</u>

D. Transportation Sources

Year/Make/Type	Handicapped Equipped		Passenger Capacity	Owned	Leased
	Yes	No			
<u>1994 Dodge Van</u>	<u>X</u>	<u> </u>	<u>6-8</u>	<u> </u>	<u>X</u>
<u>1994 Dodge Van</u>	<u>X</u>	<u> </u>	<u>6-8</u>	<u> </u>	<u>X</u>
<u>1994 Dodge Van</u>	<u>X</u>	<u> </u>	<u>6-8</u>	<u> </u>	<u>X</u>

Total Vehicles Leased and Owned 3*If additional space is needed, attach additional sheet.*TN. 9605Supersedes TN. New MaterialApproval Date NOV 23 1995Effective Date 11-23-95

Section III Description of Transportation Program (i.e. special circumstances, coordination of efforts and other factors which affect your program). Describe how you will assure transportation provided is the least expensive for the level of service required for the patient's condition. If additional space is needed, attach additional sheet.

SECTION IV. Transportation Operating Expenses, Funding Sources

Funding Sources

Name of Funding Sources for Transportation	1. Local Funding	2. State General Revenue	3. Total
METHAP	\$	\$ 5,392	\$ 5,392
City Of Nevada	\$ 9,000	\$	\$ 9,000
Nevada Regional Medical	\$ 189,678	\$	\$ 189,678
	\$	\$	\$
Total	\$ 198,678	\$ 5,392	\$ 204,070

- A. Total revenue used for all transportation (Total #3.) \$ 204,070
- B. Estimated operating cost of Medicaid transportation (Section II. C. 7.) \$ 183,663 = 90%
- C. Total revenue certified to be used for medical transportation for Medicaid eligible individuals (Cannot exceed A.) \$ 91,832

The agency also certifies that costs for which reimbursement will be requested are not being claimed, or used to support requests from any other grant program.

Michael L. Moller
AUTHORIZED SIGNATURE

6-11-96
DATE

President
TITLE

Nevada City Hospital d/b/a Nevada Regional Medical Center
AGENCY

TN. 73125

Approval Date NOV 26 1996

Supersedes TN. New Material

Effective Date 7-1-96

**ESTIMATED ADMINISTRATIVE OPERATING BUDGET
FISCAL YEAR JULY 1, 1996 THROUGH JUNE 30, 1997**

A. Administrative Expenses:

Project Manager's Salary	\$ 16,000
Fringes	2,838
Secretary/Bookkeeper	0
Fringes	0
Office Supplies	6,000
Building Utilities (lights, heat, water)	5,000
Telephone	1,200
Insurance	1,200
Bonding	0
Promotion	12,000
Travel (Mileage)	1,200
Miscellaneous Expenses	0
Advertising (notices in newspapers)	24,000

Total Administrative Expenses \$ 69,438

B. Operating Expenses:

Driver Salaries	\$ 100,000
Fringe Benefits	3,520
Dispatcher	31,000
Maintenance (Labor and Parts)	0
Fuel and Oil	0
Tires and Tubes	0
Misc. Materials and Supplies	112

Total Operating Expenses \$ 134,632

C. Total Administrative & Operating Expenses \$ 204,070

D. Estimated Operating Cost (Medicaid)* \$ 183,663

Prepared by Ron Hiska Date 5/16/96
Title Controller

- * Estimated Operating Cost (Medicaid) is that part of the Total Administrative & Operating expense to be used for Medical transportation for Missouri Medicaid eligible individuals (Appendix A, Section II, C.7).

This budget page may be modified for your specific needs. Please note any modification with a check mark to the left of your line item.

TN. 7120

Supersedes TN. 416, 180

Approval Date NOV 28 1996

Effective Date 7.1.9

NEVADA REGIONAL MEDICAL CENTER

TRANSPORTATION CHARGE S

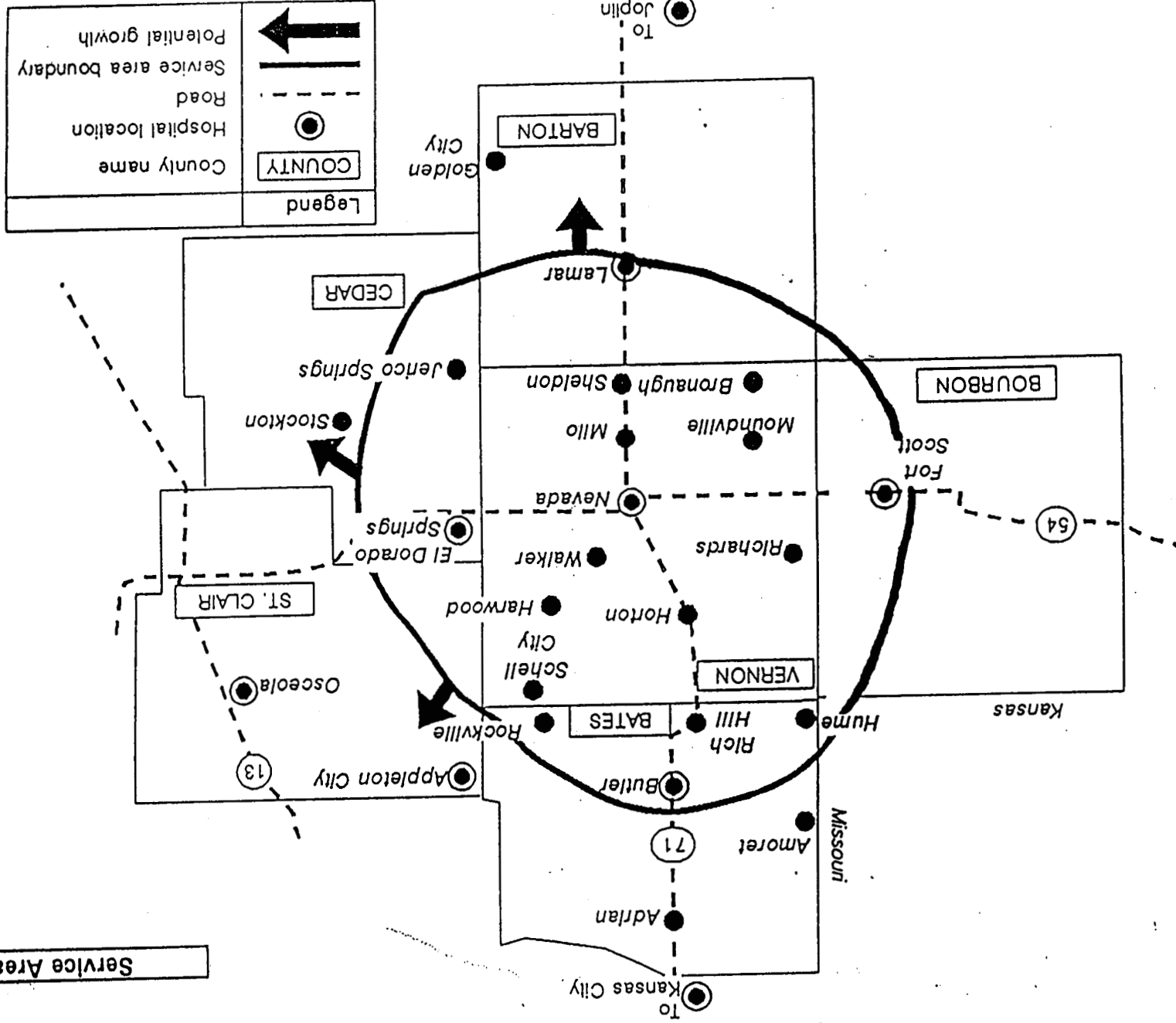
EFFECTIVE JULY 1, 1996

Charges will be based upon the actual cost of operation of the transportation services provided in conjunction with OATS. For the initial year of operation, charges will be based upon the budget submitted and adjusted accordingly at year end.

The estimated cost for one years operation based upon an estimated 100,000 miles is \$204,070 or a cost of \$2.04 per mile. Charges will be assessed on a per mile basis, for all participants at the rate of \$2.04 per mile.

State Plan TRF 96-25 Effective Date 7/1/96
Superseded TRF 416-180 Effective Date NOV 26 1996

Service Area



State Plan TN# 96-25 Effective Date 7/1/96
 Superseded TN# 416-180 Effective Date NOV 26 1994



NEVADA REGIONAL MEDICAL CENTER
800 South Ash
Nevada, Missouri 64772
417-667-3355
TDD 417-448-3750
FAX # 417-667-3976

August 23, 1996

Ms. Betty Nash
NEMT Project Director
Division of Medical Services
P.O. Box 6500
Jefferson City, Mo. 65102-6500

RECEIVED

AUG 26 1996

DMS - PDQA

Dear Betty:

Per our conversation, I have researched when and where Nevada City Hospital was established.

Nevada City Hospital was established by the City of Nevada as a city owned not for profit hospital and opened it's doors in 1937. It operates under section 501 © (3) of the internal revenue code as well as sections 509 (a) (1) and 170 (b) (1) (A) (iii). As a city owned and operated hospital, we are a governmental entity subject to all state laws concerning governmental entities.

I hope this clarifies our status. If I can be of further assistance, please call.

Respectfully,

Ron Hicks
Controller

State Plan T# 96-25 Effective Date 7/1/96
Supersede T# 416-180 Operational Date NOV 26 1996

All admissions, services, programs or employment will be provided without regard to race, color, sex, age, or religion.

**Program Description
Nevada Regional Medical Center's
Health Outreach Program**

In 1993, Nevada Regional Medical Center formed a consortium with Vernon County Health Department, The Neighbors, Adult Day and Respite Care, Community Mental Health Consultants, Home Health/Hospice and the Barone Alzheimer's Care Center. The goal of the consortium was to expand access to outpatient, specialty care, mental health, adult day care and prevention programs for the rural elderly who reside in Vernon, Barton, Bates, Cedar and St. Clair counties.

The delivery of service is provided by OATS and District III AAA Coordinated Transportation Services. 24 hour phone answering service and two dispatchers are provided by Nevada Regional Medical Center from 6:00 a.m. - 6:00 p.m. Monday through Friday.

In the past two years (4-11-94 - 1-31-96), two wheelchair accessible vans provided door to door health care transportation for 13,440 persons. 36 percent of these clients are 80 plus years of age and without any transportation. 50 percent of those using the transportation service are ambulatory and the other half are in wheelchairs or need assistance. Currently we provide transportation to an average 180 clients per week. 690 persons are registered with the program.

The vans run at near capacity at all times, currently averaging over 6000 miles per month. In the last year 260 persons have been refused transportation with the primary reason being the vans were busy. Every effort has been made by our dispatcher to alleviate this situation by working with health care providers to reschedule appointments and make alternate arrangement for transportation. To further relieve this problem, the hospital will begin utilizing the newly purchased wheelchair accessible City of Nevada vehicle this year. The addition of this part time third van to provide healthcare transportation one mile beyond the town perimeter of Nevada will free up the existing vans to be available to more remote areas.

Initial start-up funding was made possible by a demonstration grant from the Office of Health and Human Services. Funding will cease September 29, 1996 and the Health Outreach Program is seeking funding avenues to